

DOCUMENT RESUME

ED 251 922

EA 017 265

AUTHOR Schaeffle, William J.
TITLE Planning for Negotiations: Priorities.
PUB DATE 84
NOTE 10p.; Paper presented at the Annual Meeting of the National School Boards Association (Houston, TX, March 31-April 3, 1984).
PUB TYPE Speeches/Conference Papers (150) -- Viewpoints (120)
EDRS PRICE MF01/PC01 Plus Postage.
DESCRIPTORS *Board of Education Policy; Board of Education Role; *Collective Bargaining; Elementary Secondary Education
IDENTIFIERS Maine Township High Schools IL

ABSTRACT

The school board of the Maine Township High School District in Cook County, Illinois, negotiated a collective bargaining agreement with the local teachers' association independently of the teachers' employment contract. The board's negotiating team consists of five persons: three board members experienced in negotiations, of whom one is the official negotiator; the district's assistant superintendent for personnel, who conveys responses to the current contract and requests for new provisions made by administrators at all levels; and legal counsel on labor relations. The school board as a whole establishes general goals and targets for the management side following discussion sessions with administrators, but leaves specific contract language to the negotiators. The changes requested by both the board and the union are carefully analyzed and prioritized by the negotiators before the bargaining sessions begin. Careful planning, good discipline, an objective rather than emotional attitude, and a good knowledge of the history of negotiations in the district are essential to the success of the process. (PGD)

* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *

X This document has been reproduced as
received from the person or organization
originating it.
Minor changes have been made to improve
reproduction quality.

• Points of view or opinions stated in this docu-
ment do not necessarily represent official NIE
position or policy.

"PERMISSION TO REPRODUCE THIS
MATERIAL HAS BEEN GRANTED BY

*William J.
Schaeffle*

TO THE EDUCATIONAL RESOURCES
INFORMATION CENTER (ERIC)."

**PRESENTATION OF WILLIAM J. SCHAEFLE
BOARD MEMBER - MAINE TOWNSHIP HIGH SCHOOL DISTRICT 207
COOK COUNTY, ILLINOIS**

CLINIC E-82

PLANNING FOR NEGOTIATIONS: PRIORITIES

While Pennsylvania has enacted a statute requiring collective bargaining for non-uniformed public employees and likewise grants them the right to strike and while New York has dealt with public employees bargaining under the Taylor Statute, for all practical purposes Illinois has no collective bargaining statutes at all for public employees. As a matter of fact, while the statutes are silent the Illinois courts have consistently found that strikes by public employees are not permitted.

Therefore, when about fifteen years ago the Teachers' Association in Illinois begin to apply pressure for collective bargaining agreements, there were no rules or even guidelines on how to proceed. Predictably, the nature and format of contracts arising in that situation vary widely. The source of the material leading to those contracts has come from IEA, AFT, private sectors and other widely divergent sources.

In Maine Township our original agreement consisted of nothing more than a "Memorandum of Understanding" concerning wages, fringe benefits and the professional growth program of the district. When the Union became more aggressive in the approach to negotiations, the administration and the Board of Education concluded that the most effective way of dealing with the problem was

NSBA 1984

ED251922

EA 017 265

to establish a procedure for negotiations; that is, a local collective bargaining act totally separate from the contract itself.

As you might imagine, the Board was able to negotiate an agreement that in most respects is infinitely better than any collective bargaining act emanating from the state legislature. Our contract, for example, contains a definition of good faith bargaining including the statement that "... such obligations [to bargain] shall not compel any party to agree to a proposal or require the making of a concession." The agreement also contains a concession that The Teachers' Association "...will not authorize or condone the professional staff engaging in a strike or disruptive picketing, stoppage or suspension of work or other concerted refusal to render full and complete service to the school district." Needless to say, those provisions once in the contract become the most jealously guarded prerogatives of the Board. We have also diligently avoided the temptation to shorten the negotiation process by combining the "Procedurals Agreement for Negotiation" with the "Substantive Agreement," thereby giving the Union no economic lever to get those provisions out of the PAN.

As you can see from the situations that exist in the jurisdictions mentioned, the history of labor relations in your District will, to a large extent, govern your approach and your strategy in the negotiations process. Much to the dismay and, in some instances, consternation of lay persons, lawyers frequently battle aggressively in the court room only to appear as good friends and "drinking buddies" outside. This is possible because they are emotionally detached from the cases with which they deal.

It should be the goal of each negotiator for a school board to approach the negotiations procedure with the same emotional detachment and objectivity; to argue across the table for a proposal without personal affront or attack and to most vigorously endeavor to foster a good working relationship with the union, once the contract is signed.

Your history of negotiations within your District will govern your approach with the people with whom you are dealing, but the highest priority should be good will. That good will can best be described as working for a "I win, you win" situation rather than the traditional winner and loser goal. Your history will also play a part in defining your strategy for negotiations since you can anticipate that the Union's approach to the process will follow that used in the past. Of course, you must also constantly be aware of changes in the law which may affect either your approach to negotiations or the strategy of outlining your goals.

It is not my intention to deal with specific substantive proposals but simply to outline the procedures which will lead to the establishment of priorities and the protection of these priorities throughout the negotiation process. The contract into which you enter with the Union involves three parties: the Board of Education, the School Administration and the Union. The Board's involvement in Illinois is as a contracting party, but its interest in the contract is more by way policy direction than direct application of contract terms. The Administration and Union, however, deal with language of the contract on a regular basis and from that contact are best able to evaluate the effectiveness of the agreement.

The structure of the Board of Education for negotiations depends in part on the statutes of the state in which you are located and upon your philosophy of the role of the Board of Education in the process. Unlike many other Districts, we in Maine have chosen to have the primary role of negotiations handled by the School Board, a procedure which has been criticized by most observers. However, we have also been fortunate in having labor negotiations that emerged from very conciliatory Teachers' Association and have been favored with Board members who were skilled negotiators prior to their board affiliation. These facts along with the dual contract process has enabled the District to demonstrate to the Union, the good faith of the Board of Education in labor matters, thereby making negotiations appear less adversary than they might otherwise seem.

The Board consisting of seven members, appoints a professional negotiation team consisting of three members: the chairman of that committee, a role in which I have served for the last six years, acts as the exclusive spokesman for the Board at the table. The remainder of the board committee provides guidance and continuity as the negotiations proceed. Many Districts, Maine among them, may have board members who more nearly align themselves philosophically with the Union than with the Board, and as will appear, they are addressed throughout the planning process by limiting discussion of details of proposals and strategy to the committee.

Administration has three levels of participation: the superintendent and senior staff, the principals and department chairs. The department chairpersons

meet with the Assistant Superintendent for Personnel to provide input and are important resource persons for evaluating the effectiveness of the current contract. The principals in addition to the foregoing, sit on the superintendent's cabinet and provide a viewpoint of the front line executive dealing with school-wide problems on a daily basis. The superintendent and senior staff consolidate the information, distilling it into concepts of administration that can be implemented through the contract.

The Assistant Superintendent for Personnel in Maine is the administrative representative at the bargaining table and incidentally the note taker and the voice for management concerns in contract administration. In addition to the board and administration representatives, legal counsel on labor relations matters constitutes the remaining member of the negotiations team. These various entities form a pipe line through which various proposals and counter-proposals must pass before forming a part of the contract. All members of the team must be continually alert for difficulties experienced in administering the contract, for terms and conditions of all other agreements that may benefit the District, and for changes in the legislative arena that might impact future negotiations.

The priorities of negotiation then will be first to establish the timetable set either by contract or by statute. Working back from the date on which proposals must be exchanged, the senior staff should meet with the negotiations committee of the Board to discuss general concepts or the general goals in the economic environment, the program or lack of it in nearby districts and the sense of the

6

morale of the staff. On the basis of these general discussions, the mood will be set for bringing the building administrators and department chairs into the process and for the negotiations chairman to discuss in general terms the goals and economic targets for the board in the upcoming set of negotiations.

Since the proposals that find their way into the contract on either side may very well not be recognizable from the original draft, there is no need for and, as a matter of fact, there are strong reasons for not dealing with specific contract language with the full Board. Having thus identified the direction that the Board and Administration choose to go, counsel should meet with the senior staff and board negotiation chairman to provide the necessary information for putting the language around the concepts. The time necessary for these steps is obviously dependent upon the size of your district, sophistication of the agreement and the people who administer it, but generally at least six months should be considered a minimum in developing and drafting proposals to be exchanged. We will assume that the board prefers continuity and therefore, would prefer the existing contract with only changes that are cosmetic and smooth the day-to-day implementation of the language. On the other hand, the Union will in all likelihood choose to make drastic changes since doing so may well mask the elimination of desirable language.

Therefore, in drafting Board proposals and presenting those proposals they should be done in the context of the existing agreement. Once the Union's demands are received, they should be analyzed to determine the actual number of

changes requested; for example, the Union might submit a list of ten proposed changes for the agreement, but those ten when carefully analyzed might well represent fifty substantive changes in the agreement. Since the Board will almost never have more than 5-6 proposals for change, expanding the number of Union demands will make it easier to counter the attempts to get a one-for-one exchange.

Once the analysis is complete, the Board should establish priorities for each of its own proposals and each of the Union proposals. We suggest that these priorities be established on a scale of 1-5 with 5 representing items that are considered to be absolutely essential to the reasonable administration of the contract, and one being an item that might easily be given away without significant impact on the program. You will want to give up your "one" items for the Union's five items. An example of the method is found in the exhibits attached. In Exhibit A, we considered the question of the format of the agreement to be relatively unimportant (2) to the board but a 4+ to the Union. Exhibits B and C are examples of a tool used to compare and contrast the existing agreement with the proposals submitted by each party. This format permits easy reference to the demands and their significance. In addition to evaluating your own proposals, you should also evaluate the Union's proposals with the five being assigned the items that you could never accept and ones that would cause no difficulty in the administration. Finally, we suggest that you estimate the other side's priorities of all the proposals. This process should take place long before the heat of negotiations commences.

Bob Laser, a prominent lecturer on negotiations, has said that 80% of the accomplishments in negotiations will occur in 20% of the time and conversely, 80% of the time will be devoted to accomplishment of 20% of the results. Obviously, that last 20% of the time in which most work is accomplished is a highly stressful period frequently lasting late into the night. Therefore, fatigue and pressure play an important part in the deliberations. Establishing priorities as we have described will help to keep in the forefront the views that were held by the team when they are not confronted with the pressure of the moment and will at least cause a more thorough review of desires to make concessions in order to close.

Preparation is necessary before every session. The form of preparation involved includes the review of evaluations, consideration of the success of the previous meeting, the tactics that will be employed for the next, and language that will be helpful in meeting concerns that have been and are anticipated to be raised. Also rewrite union proposals into board language so that to the greatest extent possible, all proposals emanated from the board. It is helpful to prepare comprehensive document - a proposed "new contract" which will consist of the original contract, the board's proposals and those of the Union's proposals which have been modified and accepted. Throughout, it is essential that the priorities be observed.

Discipline of the team is of primary concern at each negotiation session. There can be only one spokesperson. Unless invited to speak by the spokesperson,

the others may say only one word and that is "caucus." The spokesperson should then stop in mid-sentence, if necessary, to learn the source of the problem.

If this procedure is followed, it will be possible to avoid releasing any information to the Union. For example, during one negotiation a Union member commented that a particular board proposal was "very much what they wanted" when the official union position had been a hard line against the proposal. Also keep in mind that the negotiations should take place across a table and not across the communities and the press. Only if there is the freedom to communicate, to discuss compromise, to ask "what if" can negotiations proceed smoothly and productively. For the same reason there is no need to report more than the general developments to the full board until the entire contract has been tentatively agreed.

In short, the process is long, the objectives and priorities of the board must be established and must be vigorously pursued. The preparation then includes: first, the study of your history; second, the development of your goals for the future; third, the drafting of the proposals to implement those goals; and fourth, the identification and presentation of the priorities necessary to attain those goals.